

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
WESTERN DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	
	)	Civil Action No. 3:13-cv-01662
	)	
v.	)	Judge James G. Carr
	)	
KYKLOS BEARING	)	
INTERNATIONAL, LLC	)	
	)	
	)	
Defendant.	)	
_____	)	

**CONSENT DECREE**

This action was instituted by Plaintiff, the U.S. Equal Employment Opportunity Commission (the “EEOC” or the “Commission,”), against Defendant Kyklos Bearing International, LLC (“KBI” or “Defendant”) alleging that Defendant violated Sections 102(a), (d) of Title I of the Americans with Disabilities Act (“the ADA”) of 1990, as amended through the ADA Amendments of 2008 (ADAAA), 42 U.S.C. §§ 12112(a), (d) by terminating Charging Party Donique Price’s employment because of disability. Defendant denies the above allegations and asserts that the Charging Party was terminated in compliance with applicable law and pursuant to the terms of a collective bargaining agreement.

The Commission and Defendant desire to resolve this action without the time and expense of continued litigation.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure, and the Americans with Disabilities Act

as amended. Therefore, upon due consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

**Scope of Decree**

1. This Decree resolves all issues and claims in the Complaint filed by the Commission in this ADAAA action, which emanated from the Charge of Discrimination filed by Donique Price. This Decree in no way affects the Commission's right to process any other pending or future charges that may be filed against Defendant and to commence civil actions on any such charges as the Commission sees fit.

2. The Decree shall be in effect for a period of three years from the date it is entered by the Court. During that time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate the purposes of the Decree.

3. This Decree, being entered with the consent of the EEOC and Defendant, shall not constitute an adjudication or finding on the merits of the case, as Defendant specifically denies any wrongdoing.

**Monetary Relief**

4. Within ten days after entry of this Decree, Defendant shall pay a total of \$50,000.00 representing compensatory damages to resolve this action. Within five days of the execution of this Decree, the EEOC shall provide defendant with Donique Price's current address. The check will be sent directly to Price. A photocopy of the check and related correspondence will be mailed to the EEOC, Cleveland Field Office, 1240 East 9th Street, Suite 3001, Cleveland, Ohio 44199, Attention: Jessi Isenhardt. Defendant shall issue Price an IRS Form

1099 for the 2015 tax year to document the compensatory damages on or before the date required by the Internal Revenue Service for the 2015 tax year.

**Injunctive Relief**

5. Defendant, its officers, agents, servants, employees and all persons acting or claiming to act on its behalf and interest hereby are enjoined from terminating employees based on disability, violating the provisions of Title I of the ADA, and related regulations including the following provision:

No covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to ... discharge of employees ... and other terms, conditions, and privileges of employment.

ADAAA, Title I, Section 102(a).

6. Defendant shall comply with the ADA, as amended by the ADAAA, when conducting medical examinations, determining whether an individual is able to perform job functions, and taking related employment action, including but not limited to making an individualized assessment of an individual's ability to perform job functions in a manner that complies with the Act.

7. The injunction is intended to survive the life of the Consent Decree.

**Notice Posting**

8. Defendant will display and maintain an EEOC poster and the Notice attached to this Decree as Appendix A in its Sandusky facility in a place visually accessible to applicants and employees of the Defendant.

**Anti-Discrimination Training**

9. Within four months from entry of this Decree, Defendant shall provide at least 1 hour of training on the ADAAA for all supervisory and management employees in Sandusky.

The training will cover all areas of prohibited ADAAA employment discrimination, but will include special emphasis on unlawful disability discrimination based on “perceived” disabilities, reasonable accommodation, and prohibited medical examination and inquiries.

a. The training shall be conducted by a licensed attorney with employment law experience who has not been involved in the litigation of this matter and who is selected by Defendant and approved by EEOC.

b. Within thirty business days from the completing of this training, Defendant will furnish the EEOC with written documentation confirming that all current supervisors and management employees in Sandusky have attended the training requirement.

**Additional Monitoring Provisions**

10. For the duration of this Decree, Defendant shall maintain records of all instances in which an applicant or employee was the subject of a medical examination or inquiry.

11. In addition to any monitoring provisions referenced elsewhere in this Decree, the EEOC may monitor compliance during the duration of this Decree by inspection of Defendant’s premises, its records, and interviews with employees at reasonable times. Defendant will make available for inspection and copying any records requested by the EEOC and employees sought to be interviewed by the EEOC.

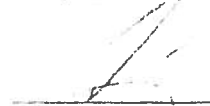
12. The Commission and Defendant shall bear their own costs and attorneys’ fees.

13. The undersigned counsel of record in the above-captioned action hereby consent, on behalf of their respective clients, to the entry of the foregoing Consent Decree.

IT IS AGREED:

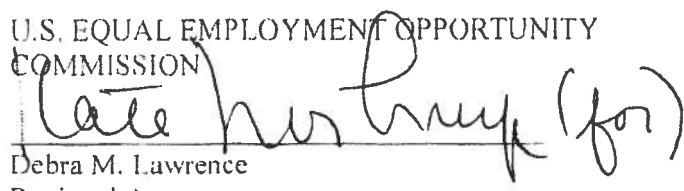
FOR DEFENDANT:

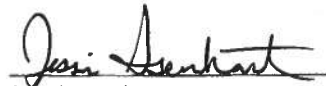
WILHELMS LAW, LLC

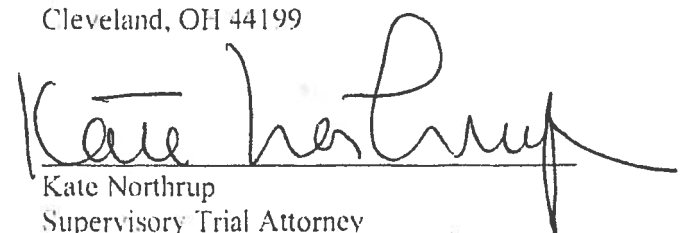
  
\_\_\_\_\_  
Andrew J. Wilhelms  
PO Box 1097  
Perrysburg, OH 43552-1097

FOR PLAINTIFF:

U.S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

  
\_\_\_\_\_  
Debra M. Lawrence  
Regional Attorney  
U.S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office

  
\_\_\_\_\_  
Jessi Isenhardt  
Trial Attorney  
EEOC Cleveland Field Office  
1240 East 9th Street, Suite 3001  
Cleveland, OH 44199

  
\_\_\_\_\_  
Kate Northrup  
Supervisory Trial Attorney  
EEOC Baltimore Field Office

IT IS SO ORDERED:

Dated: 6/16/15

s/James G. Carr  
\_\_\_\_\_  
THE HONORABLE JAMES G. CARR  
United States District Judge



## **NOTICE TO EMPLOYEES POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE EQUAL EMPLOYMENT COMMISSION AND KYKLOS BEARING INTERNATIONAL, LLC.**

The Americans with Disabilities Act as amended (“the ADA”) makes it unlawful for an employer to discriminate against any qualified individual because of a disability. This includes discrimination in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. Under the ADA, the term “discriminate” includes not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability.

The ADA also places strict limitations on an employer’s ability to require employees to submit to medical examinations. An employer may only require a job applicant to submit to a medical examination if it has already extended a job offer and all employees in the same job category are subjected to the same examination or inquiry. An employer may not require current employees to submit to medical examinations or inquiries except when it is demonstrated that they are job-related and consistent with business necessity.

Therefore, in accordance with applicable law:

KYKLOS BEARING INTERNATIONAL, LLC WILL NOT engage in any acts or practices made unlawful by the ADA.

Employees or job applicants should feel free to report instances of discrimination to a supervisor or Human Resources [INSERT NUMBER] at any time. Kyklos Bearing International, LLC has established procedures to promptly investigate any such reports and to protect the person making the reports from retaliation, including retaliation by the person allegedly guilty of the discrimination.

Individuals are also free to make complaints of employment discrimination directly to the Equal Employment Opportunity Commission’s Cleveland Field Office at 1240 E. 9th Street, Suite 3001, Cleveland Ohio 44199 or by calling 1-800-669-4000/ TTY (410) 962-6065. General information may also be obtained on the Internet at [www.eeoc.gov](http://www.eeoc.gov).

KYKLOS BEARING INTERNATIONAL,  
LLC

Date Posted: